

all settled upon her could be stronger than those which exist here. Jonathan McVey took the benefit of the insolvent laws in May, 1849, and it is admitted that he and his wife are destitute, having no property, except their share of the proceeds in this case, and have a large number of children to support, being dependent chiefly upon the personal exertion of herself and husband. The children, most of them, are very young and helpless, incapable of aiding, to any extent, the exertions of their parents to support them. The proportion of the proceeds of the property, sold under the decree in this case, assigned, by the report of the auditor, to McVey and wife, amounts to \$919 06. The property was the real estate of the wife, and all that devolved upon the trustee of the insolvent husband was his initiate curtesy interest as it stood when he petitioned for the benefit of the insolvent laws, which was before the date of the decree for the sale.

Seeing, then, that the principle now so firmly fixed in our equitable jurisprudence, and which commends itself so strongly to favor, is to provide out of the estate of the wife, when it is under the control of this Court, or when its aid is necessary to enable the husband or his assignees to obtain possession of it, an adequate maintenance for the wife and children, and looking to the circumstances of this case, the destitute condition of the wife, and the number and helpless ages of the children, I am of opinion that the whole amount of her interest in the proceeds of sale in this case should be settled upon her, and shall so decree. I am not, however, disposed to subject the petitioners, the Messrs. Boggs, to the costs.

The counsel for Frances McVey may prepare a decree, directing the fund in question to be invested by a trustee in some safe and productive stock for the maintenance of herself and her children, and subject to such further disposition for that purpose as may hereafter seem necessary and proper.

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OTHO SCOTT, for the Wife.

JOHN C. GROOME, and A. RANDALL, for the Husband's Assignees.